FILE 1718

Contract No. 46
Agreement
Utah Sugar Co.
Rio Grande Western Rwy Co.
Crossing - Tramway
Tramway Crossing
Lehi Sugar Works.

(COPY)

THIS AGREEMENT, Made this Eighteenth day of July, A.D. 1900, between the Utah Sugar Company, a corporation of the State of Utah, party of the first part, and The Rio Grande Western Railway Company, a corporation of the States of Utah and Colorado, party of the second part, WITNESSETH: that,

WHEREAS, the party of the first part, owns and operates, in the manufacture of beet sugar, near Lehi, in Utah County, Utah, a manufacturing plant, consisting of various buildings, and situated on the northerly side of the main line of the railroad of the second party, and the second party has heretofore used side and switch tracks at said sugar works for the convenience of both parties in handling supplies for said works and shipping its products therefrom, and

WHEREAS, both parties, for mutual convenience in their business desire to change some of said tracks, and have others constructed on the lands of the party of the first part;

Now in consideration of the premises, and of the sum of one dollar to it in hand paid, the party of the first part hereby grants to the party of the second part, its successors and assigns:

An easement and right-of-way on and over the lands of the party of the first part for the construction, maintenance and operation of side and switch standard gauge railroad tracks, as located and shown by yellow and red lines on the plat annexed, marked Exhibit "A," and made a part of this agreement. The right-of-way for said tracks is to be of sufficient width for the convenient operation of the tracks, and is granted for use only in connection with the business of the party of the first part, and to facilitate shipments to and from said sugar works, and not for general railroad uses.

The party of the first part is to do all grading that can be done with teams, and construct a trestle and chute for unloading coal, at its own expense; the party of the second part is to construct the tracks at its own expense, and it so be and remain the owner of the tracks, and have the right to remove the same and abandon the right-of-way, if the business of the party of the first part, at said location, ceases or ceases to require the operation of the tracks.

The right-of-way granted for tracks on and over the lines colored yellow on Exhibit "A" is for a use of said tracks in common with the Oregon Short Line Railroad Company, and the common use by said companies is to be subject to the terms and conditions under which other tracks are used in common by said companies at the sugar works of the party of the first part, and each company is to so use said tracks as to provide, as far as practicable for a common equal use by the other in the business of the party of the first part.

And the party of the second part, also has the right to grant and agrees to grant to the Oregon Short Line Railroad Company a like common and equal use in the business of the party of the first part, of the tracks colored red on Exhibit "A" upon consideration that the Oregon Short Line Railroad Company shall first have paid to the party of the second part, one-half of the cost of construction and fitting said tracks colored red, for operation.

It is further mutually agreed between the parties hereto, that if the party of the first part, hereafter desires to erect further buildings, or make improvements required for the convenience or extension of its business, and which shall require change in the location of any of the tracks colored yellow and red, the party of the first part may at its expense remove or cause to be removed and relocated on its ground, such portions of said tracks as obstruct such improvements, but said change and relocation of the tracks shall be such as to provide for convenient operation of the substituted tracks, and afford the party of the second part unimpaired facilities in handling the business at the sugar works.

IN WITNESS WHEREOF the party of the first part has caused its name and corporate seal to be hereto affixed.

UTAH SUGAR COMPANY

By (Signed) Thomas R. Cutler,
General Manager

(Signed) H. G. Whitney,
Secretary

ATTEST:
(Signed) H. G. Whitney
Secretary

C O P Y

STATE OF UTAH)
) ss
SALT LAKE COUNTY)

On this Eighteenth day of July, A.D. 1900, personally appeared before me H. G. Whitney, who being duly sworn did say: I am an officer and agent of the Utah Sugar Company, to-wit:- Its Secretary and the foregoing instrument was signed in behalf of said corporation by authority of a resolution of its Board of Directors, and the said H. G. Whitney acknowledged to me that said corporation executed the same.

(Signed) John A. Evans,

Notary Public

My Commission expires Feb'y 20th, 1904.

(S E A L)

G. S. O. Contract #46

(COPY)

THIS AGREEMENT, Made this Eighteenth day of July, A.D. 1900, between the Utah Sugar Company, a corporation of the State of Utah, party of the first part, and The Rio Grande Western Railway Company, a corporation of the States of Utah and Colorado, party of the second part, WITNESSETH: that,

WHEREAS, the party of the first part, owns and operates, in the manufacture of beet sugar, near Lehi, in Utah County, Utah, a manufacturing plant, consisting of various buildings, and situated on the northerly side of the main line of the railroad of the second party, and the second party has heretofore used side and switch tracks at said sugar works for the convenience of both parties in handling supplies for said works and shipping its products therefrom, and

WHEREAS, both parties, for mutual convenience in their business desire to change some of said tracks, and have others constructed on the lands of the party of the first part;

Now in consideration of the premises, and of the sum of one dollar to it in hand paid, the party of the first part hereby grants to the party of the second part, its successors and assigns:

An easement and right-of-way on and over the lands of the party of the first part for the construction, maintenance and operation of side and switch standard gauge railroad tracks, as located and shown by yellow and red lines on the plat annexed, marked Exhibit "A," and made a part of this agreement. The right-of-way for said tracks is to be of sufficient width for the convenient operation of the tracks, and is granted for use only in connection with the business of the party of the first part, and to facilitate shipments to and from said sugar works, and not for general railroad uses.

The party of the first part is to do all grading that can be done with teams, and construct a trestle and chute for unloading coal, at its own expense; the party of the second part is to construct the tracks at its own expense, and it so be and remain the owner of the tracks, and have the right to remove the same and abandon the right-of-way, if the business of the party of the first part, at said location, ceases or ceases to require the operation of the tracks.

The right-of-way granted for tracks on and over the lines colored yellow on Exhibit "A" is for a use of said tracks in common with the Oregon Short Line Railroad Company, and the common use by said companies is to be subject to the terms and conditions under which other tracks are used in common by said companies at the sugar works of the party of the first part, and each company is to so use said tracks as to provide, as far as practicable, for a common equal use by the other in the business of the party of the first part .

And the party of the second part, also has the right to grant and agrees to grant to the Oregon Short Line Railroad Company a like common and equal use in the business of the party of the first part, of the tracks colored red on Exhibit "A" upon consideration that the Oregon Short Line Railroad Company shall first have paid to the party of the second part, one-half of the cost of construction and fitting said tracks colored red, for operation.

It is further mutually agreed between the parties hereto, that if the party of the first part, hereafter desires to erect further buildings, or make improvements required for the convenience or extension of its business, and which shall require change in the location of any of the tracks (colored yellow and red), the party of the first part may at its expense remove or cause to be removed and relocated on its ground, such portions of said tracks as obstruct such improvements, but said change and relocation of the tracks shall be such as to provide for ~~the~~ convenient operation of the substituted tracks, and afford the party of the second part unimpaired facilities in handling the business at the sugar works.

IN WITNESS WHEREOF the party of the first part has caused its name and corporate seal to be hereto affixed.

UTAH SUGAR COMPANY,

By (Signed) Thomas P. Cutler,
General Manager.

(Signed) H. G. Whitney,
Secretary.

ATTEST:

(Signed) H. G. Whitney,
Secretary.

STATE OF UTAH)
) ss
SALT LAKE COUNTY)

On this Eighteenth day of July, A.D. 1900, personally appeared before me H. G. Whitney, who being duly sworn did say: I am an officer and agent of the Utah Sugar Company, to-wit:- Its Secretary and the foregoing instrument was signed in behalf of said corporation by authority of a resolution of its Board of Directors, and the said H. G. Whitney acknowledged to me that said corporation executed the same.

(Signed) John A. Evans,
Notary Public.

My Commission expires Feb'y 20th, 1904.

(S E A L)

CONTRACT

2859 Date July 18, 1900

Utah Sugar Co.

Tracks to Sugar Works near Lehi

Denver & Rio Grande R. R. System

DENVER, COLO.

J. A. EDSON
MANAGER

January 2, 1904.

Mr. J. H. Young,

General Superintendent,

Salt Lake City, Utah.

Dear Sir:

I beg to acknowledge receipt of your favor of the 30th ultimo, enclosing copy of contract with The Utah Sugar Company covering tramway crossing of our main line at the Sugar Works east of Lehi.

I concur in your views that this sufficiently covers the matter, and it will therefore be unnecessary to do anything further.

Yours very truly,

Dec. 30, 1903.

...Contract, R.G.W. and Utah Sugar Co...

Mr. J. A. Edson,

Manager, - Denver.

Dear Sir:-

I hand you herewith contract between this company and the Utah Sugar Company covering tramway crossing of our main track at the Sugar Works east of Lehi.

This is a matter we discussed on your last visit here. I believe this fully covers the matter, so that it does not appear to be necessary to get any further contract.

Yours truly,

Enc. 8

General Superintendent.

THE DENVER AND RIO GRANDE RAILROAD SYSTEM

Salt Lake City, Utah, June 8, 1903.

Mr. J. H. Young,

Gen. Supt., City.

Dear Sir:

Referring to yours of June 7th: The attached contract covers all the tracks of the Utah Sugar Company at Lehi. R-6 has been thrown over and made 24 feet longer. The east switch of R-1 has been changed.

Yours truly,

F. E. Barter

Division Engineer.

Rio Grande Western Railway Co.

OFFICE OF
CHIEF ENGINEER.

Salt Lake City, Utah, August 6, 1900.

Subject Agreement Utah Sugar Co:

Contract file

Mr. A. E. Welby,
General Superintendent,
Salt Lake City, Utah.

Dear Sir:-

Herewith, I enclose you copy of agreement recently executed, by the Utah Sugar Company, covering tracks to their Lehi plant.

From our conversation with the General Manager yesterday, I understood it was his wish to permit the Short Line to use only those tracks colored yellow.

Yours truly,

E J Young

Chief Engineer.

EJY/B

Rio Grande Western Railway Co.

OFFICE OF
~~SUPERINTENDENT.~~
GENERAL SUPERINTENDENT.

Amer. Fork.
~~Salt Lake City~~, Utah, Jan'y 1892. 189

C. Selby

Switch at Sugar Factory taken up to-day

" O. P. Olsen "

Respy. referred to A. E. Welby

" Thos. Lee "

Mr. Thos. Lee

G. M.? Salt Lake City

Dear Sir:-

Please take up the frog with the Sugar Works connection and have it put away until they are ready to resume operations, which they claim will not be for several months, and notify the General Freight Agent that the connection with the Sugar Works track and the main line near Lehi, has been taken out, as the parties claim that they will not need it for several months.

Yours very truly,

" A. E. Welby "

Gen'l Supt.

Copy.

Lehi, Utah., Jan. 7th. 1892

A. E. Welby Esqr.,

Dear Sir:-

We do not expect to use the Main Line Switch to the Sugar Works, for several months, and it will be all right to have it switched

Yours truly,

" Thos. R. Cutler "

Manager

Mr. Thos. Lee

G. M.? Salt Lake City

Dear Sir:-

Please take up the frog with the Sugar Works connection and have it put away until they are ready to resume operations, which they claim will not be for several months, and notify the General Freight Agent that the connection with the Sugar Works track and the main line near Lehi, has been taken out, as the parties claim that they will not need it for several months.

Yours very truly,

" A. E. Welby "

Gen'l Supt.

EXHIBIT "A"

Agreement, dated July 18th 1900

Between Utah Sugar Co. and Rio Grande Western Railway Co, showing

REARRANGED TRACKS

at

LEHI SUGAR WORKS

SCALE: 1 IN. = 100 FT.

Chief Engineer's Office. Salt Lake City July 12th 1900.

Agreement with Utah Sugar Co., Deed No 2151.

WESTERN CROSSROADS RAILWAY MUSEUM
UTAHTRAINMUSEUM.ORG @UTAHTRAINMUSEUM
PO BOX 50073 PROVO UT 84605
WESTERNCROSSROADSRAILWAYMUSEUM@GMAIL.COM

AGREEMENT, made the 6th. day of January 1892, by and between The Utah Sugar Company, of Lehi City, Utah, party of the first part, and the Rio Grande Western Railway Company, party of the second part.

WITNESSETH:- Whereas the party of the first part is desirous of constructing, maintaining, and operating a Tramway across the track of the party of the second part opposite the Sugar Works Buildings near Lehi, Utah, Mile Post 67 of the Rio Grande Western Railway, the party of the second part hereby grants to the party of the first part, permission so to do ; the party of the first part to be at all expense thereof, to maintain and operate the crossing to the satisfaction of the party of the second part, and to be responsible to said party of the second part for any and all damages resulting to its trains, cars, persons or property, by reason of the construction and operation of said crossing.

The party of the first part shall remove said crossing , tracks or other obstructions from the Right-of-way of the Railway Company(party of the second part) upon ten days notice from said party of the second part.

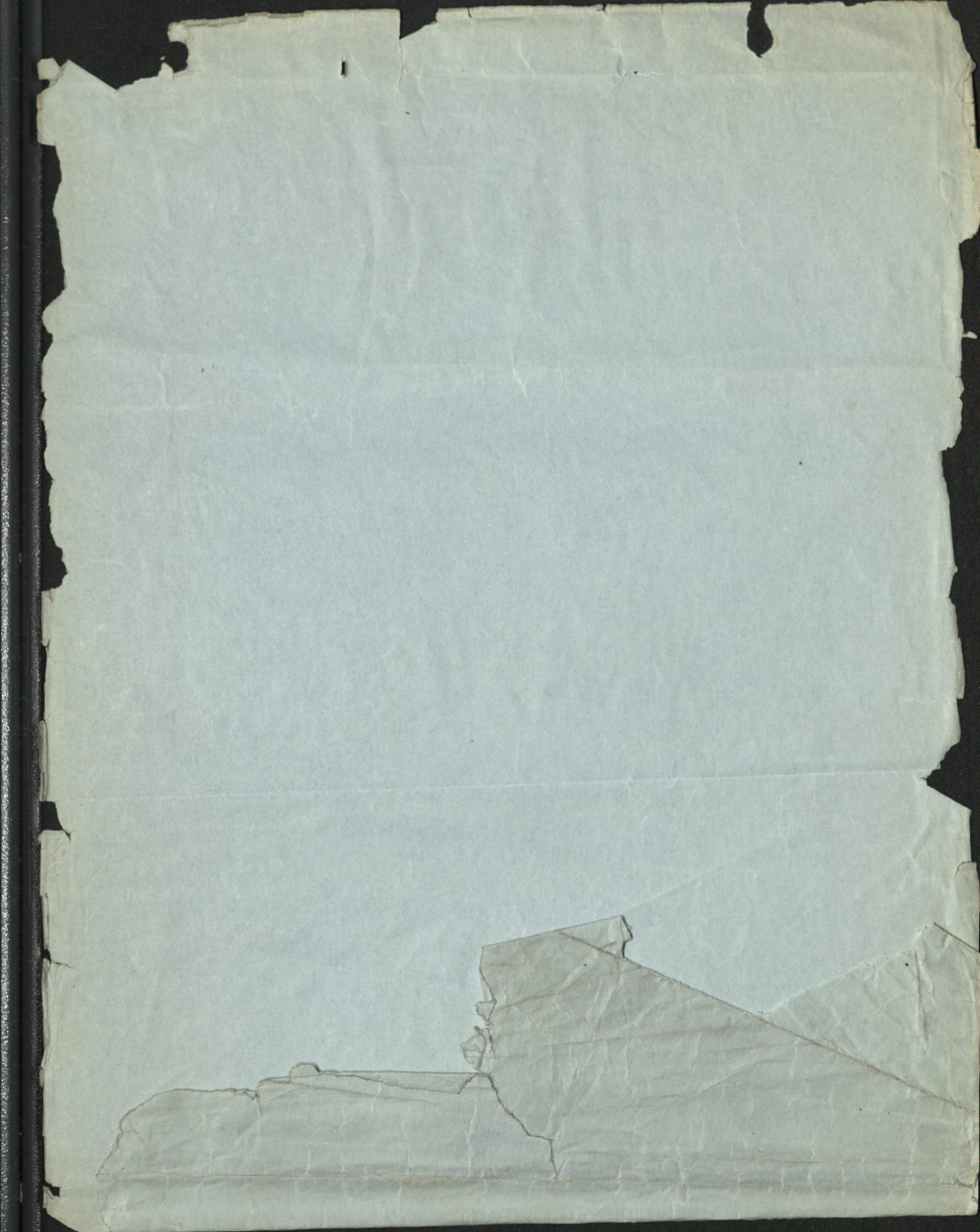
THE UTAH SUGAR COMPANY

By "Thos. R. Cutler"

General Manager

THE RIO GRANDE WESTERN RAILWAY CO.

By. " A. E. Welby "
General Superintendent.



No. 46

Utah Sugar Company
with
Rio Grande Western,

Tramway Crossing,

Lehi Sugar Works, Utah.

Note
See also
Contract
Asst. Genl. Mgr's
No. 807.

Also See agree
5491 with L.A. & S.L. R.R